

NICHOLAS M. WAJDA (State Bar #259178)  
Attorney Email Address: nick@wadjalawgroup.com  
WAJDA LAW GROUP, APC  
6167 Bristol Parkway, Suite 200  
Culver City, California 90230  
Telephone: (310) 997-0471  
Facsimile: (866) 286-8433  
*Attorney for Plaintiff*

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA**

SAIID MOHAMED,

Case No. 5:21-cv-06233

Plaintiff,

## COMPLAINT FOR DAMAGES

V.

DISCOVER FINANCIAL SERVICES, INC.,  
SANTANDER CONSUMER USA, SNAP-ON  
CREDIT, LLC, EQUIFAX INFORMATION  
SERVICES, LLC, TRANSUNION LLC, and  
EXPERIAN INFORMATION SOLUTIONS,  
INC.

## **1. VIOLATIONS OF THE FAIR CREDIT REPORTING ACT, 15 U.S.C. §1681 *et seq.***

## **2. VIOLATIONS OF THE ROSENTHAL FAIR DEBT COLLECTION PRACTICES ACT, CAL. CIV. CODE §1788 *et seq.***

### Defendants.

## JURY TRIAL DEMANDED

**NOW COMES** Saiid Mohamed (“Plaintiff”), by and through his undersigned attorney, complaining as to the conduct of Discover Financial Services, Inc. (“Discover”), Santander Consumer USA (“Santander”), Snap-On Credit, LLC (“Snap-On”), Equifax Information Services, LLC (“Equifax”), TransUnion LLC (“TransUnion”), and Experian Information Solutions, Inc. (“Experian”)(collectively, “Defendants”), as follows:

## **NATURE OF THE ACTION**

1. Plaintiff brings this action seeking redress for Defendants' violations of the Fair Credit Reporting Act ("FCRA"), pursuant to 15 U.S.C. §1681 *et seq.*, and Discover, Santander and Snap-On's violations of the Rosenthal Fair Debt Collection Practices Act ("RFDCPA"), pursuant to Cal. Civ. Code §1788 *et seq.*

## **JURISDICTION AND VENUE**

2. Subject matter jurisdiction is conferred upon this Court by the FCRA and 28 U.S.C. §§1331 and 1337(a), as the action arises under the laws of the United States.

3. Supplemental jurisdiction exists for the state claim pursuant to 28 U.S.C. §1337.

4. Venue is proper in this Court pursuant to 28 U.S.C. §1391 as Defendants conduct business in the Northern District of California, and a substantial portion of the events or omissions giving rise to the claims occurred within the Northern District of California.

5. Joinder of Plaintiff's claims against Defendants is proper under Fed. R. Civ. P. 20(a)(2) as the claims arise out of the same transaction, occurrence, or series of transactions or occurrences and common questions of law or fact will arise.

## PARTIES

6. Plaintiff Saaid Mohamed is a consumer and natural person over 18 years of age who, at all times relevant, resided in the Northern District of California.

7. Discover is a Delaware corporation engaged in the business of offering credit services and collecting or attempting to collect, directly or indirectly, debts owed or due using the mail, credit reporting, and telephone from consumers across the country, including consumers in the State of California.

8. Santander is a consumer finance company focused on vehicle finance and third-party servicing. The company manages accounts for more than 3 million consumers across the country including consumers in the State of California.

9. Snap-On provides financing to technicians, students of automotive technical institutions, and shop owners for the purchase of Snap-On hand tools, power tools, tool storage and diagnostics products through an extended credit program.

1       10. Equifax is regularly engaged in the business of assembling, evaluating, and disbursing  
2 information concerning consumers for the purpose of furnishing consumer reports and credit files  
3 to third parties bearing on a consumer's credit worthiness, credit standing, and credit capacity on a  
4 nationwide basis, including in the State of California. Equifax's registered agent is located at 1550  
5 Peachtree Street NW, Atlanta, Georgia.  
6

7       11. TransUnion is regularly engaged in the business of assembling, evaluating, and disbursing  
8 information concerning consumers for the purpose of furnishing consumer reports and credit files  
9 to third parties bearing on a consumer's credit worthiness, credit standing, and credit capacity on a  
10 nationwide basis, including in the State of California. TransUnion's registered agent is located at  
11 251 Little Falls Drive, Wilmington, Delaware.  
12

13       12. Experian is a consumer reporting agency that maintains credit information on  
14 approximately 220+ million U.S. consumers and 40 million active U.S. businesses.<sup>1</sup> Experian is  
15 regularly engaged in the business of assembling, evaluating, and disbursing information concerning  
16 consumers for the purpose of furnishing consumer reports and credit files to third parties bearing  
17 on a consumer's credit worthiness, credit standing, and credit capacity on a nationwide basis,  
18 including in the State of California.  
19

#### FACTS SUPPORTING CAUSE OF ACTION

20       13. Plaintiff discovered that he had been a victim of identity theft upon reviewing his consumer  
21 credit reports.  
22

23       14. On September 25, 2019, Plaintiff filed a police report with the San Jose Police Department  
24 stating that Defendants had used his identity to disperse lines of credit to someone who stole  
25 Plaintiff's identity/has the same name as Plaintiff and are reporting the alleged accounts on his  
26 consumer credit files.  
27

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28       <sup>1</sup> <https://www.experian.com/corporate/experian-corporate-factsheet.html>. (Last visited: 5/17/2021).

1       15. Following Plaintiff's receipt of the police report, Plaintiff attempted to dispute these items  
 2 with Equifax, Experian, and TransUnion. However, the disputed fraudulent items remained in his  
 3 credit files.

4       16. Consequently, on May 23, 2021, Plaintiff again initiated written credit disputes with  
 5 Equifax, TransUnion, and Experian. Plaintiff informed Equifax, TransUnion and Experian that: (1)  
 6 "I have been a victim of identity theft/mixed file due to common name." (2) "I have not authorize[d]  
 7 or applied for the below accounts [Discover and Santander] that are appearing on my credit report."<sup>2</sup>

8       17. Plaintiff's dispute letter specifically requested Equifax, TransUnion and Experian to: "The  
 9 below creditors [Discover and Santander] need to be contacted for verification and then delete the  
 10 trade lines."

11      18. Upon information and belief, Discover, Santander and Snap-On received notice of  
 12 Plaintiff's May 23, 2021 dispute letter within five days of Plaintiff initiating the dispute with  
 13 Equifax, TransUnion, and Experian. *See* 15 U.S. Code §1681i(a)(2).

14      19. By July 21, 2021, Equifax failed to reasonably investigate Plaintiff's credit disputes.  
 15 Specifically, Equifax continued to report Discover, Santander and Snap-On on Plaintiff's credit  
 16 file, after Plaintiff communicated to Defendant that he was a victim of identity theft and is not  
 17 responsible for the alleged accounts. In spite of the fact that the trade lines were to be deleted,  
 18 Equifax, Discover, Santander, and Snap-On continued to report the fraudulent alleged accounts.

19      20. By July 21, 2021, Experian similarly failed to reasonably investigate Plaintiff's credit  
 20 disputes. Specifically, Experian continued to report Discover on Plaintiff's credit file, after Plaintiff  
 21 communicated to Defendant that he was a victim of identity theft and is not responsible for the  
 22 alleged account. In spite of the fact that the trade line was to be deleted, Experian and Discover  
 23 continued to report the fraudulent Discover alleged account.

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24  
 25  
 26  
 27  
 28      <sup>2</sup> Plaintiff disputed the Snap-On trade line prior to May 23, 2021, in a separate dispute.

1       21. By July 21, 2021, TransUnion failed to reasonably investigate Plaintiff's credit disputes.  
2 Specifically, TransUnion continued to report Discover and Snap-On on Plaintiff's credit file, after  
3 Plaintiff communicated to Defendant that he was a victim of identity theft was is not responsible  
4 for the alleged accounts. In spite of the fact that the trade line should be deleted, TransUnion  
5 continued to report the fraudulent Discover and Snap-On alleged accounts.  
6

7       22. Plaintiff's TransUnion report falsely shows a Discover and Snap-On accounts when  
8 Plaintiff never engaged or conducted business with either corporation

9       23. Plaintiff's Equifax report falsely shows a Discover, Santander and Snap-On accounts when  
10 Plaintiff never engaged or conducted business with any of the Defendants.

11       24. Plaintiff's Experian report falsely shows a Discover account when Plaintiff never engaged  
12 or conducted business with Discover.

13       25. Defendants have been reporting derogatory and inaccurate information relating to Plaintiff  
14 and Plaintiff's credit history to third parties. The inaccurate information consists of accounts and  
15 trade lines that do not belong to Plaintiff and which were a result of identity theft.

16       26. Much to Plaintiff's chagrin, Plaintiff found that all three credit reporting agencies were  
17 continuing to inaccurately report the fraudulent alleged accounts that did not belong to him. To this  
18 date, Defendants continue to inaccurately and misleadingly report the alleged accounts as  
19 derogatory, with a past due amount, and a balance amount.  
20

21       27. The reporting of the Discover, Santander and Snap-On trade lines is patently inaccurate and  
22 materially misleading because Plaintiff was a victim of identity theft and the trade line pertaining  
23 to the alleged accounts did not belong to Plaintiff.

24       28. Despite having actual knowledge that Plaintiff had no connection to the alleged accounts  
25 and that the alleged accounts stem from Plaintiff's identity being stolen, Defendants should have  
26 removed the alleged accounts from Plaintiff's credit files.  
27  
28

29. Any reasonable investigation engaged in by Defendants would and should have revealed the inaccuracy of the information on Plaintiff's consumer reports.

## **IMPACT OF INACCURATE INFORMATION IN PLAINTIFF'S CREDIT FILE**

30. The erroneous reporting of the alleged accounts paints a false and damaging image of Plaintiff. Specifically, the inaccurate reporting of the alleged accounts has had a significant adverse impact on Plaintiff's credit rating and creditworthiness because it misleads creditors into believing that Plaintiff cannot honor his financial obligations, and is thus a high-risk consumer.

31. On July 21, 2021, in an effort to remedy the continued inaccurate and materially misleading reporting of the fraudulent alleged debts and to validate the accuracy of Defendants' inaccurate credit reporting, Plaintiff purchased a Credit Report and Score for \$29.95.

32. Moreover, Plaintiff was denied credit on numerous occasions due to the fraudulent reporting of the alleged debts in each of Plaintiff's credit files. To date, Plaintiff has yet to receive any credit due to Defendants' inaccurate and materially misleading reporting of the alleged debts.

33. The entire experience has imposed upon Plaintiff significant distrust, frustration, distress, and has rendered Plaintiff helpless as to his ability to obtain financing and/or credit opportunities, and to regain a firm foothold on his creditworthiness, credit standing, and credit capacity.

34. As a result of the conduct, actions, and inactions of the Defendants, Plaintiff has suffered various types of damages as set forth herein, including specifically, expenses and time incurred curing and remediating fraudulent account activity, time and expenses reasonably incurred to prevent future fraudulent activity, credit monitoring, constant vigilance in detecting fraudulent account activity, out-of-pocket expenses, the loss of credit, the loss of credit opportunities, loss of the use of funds, injury to reputation and credit rating, the loss of ability to purchase and benefit from a credit line, local or long distance telephone calls, postage, time and money expended meeting with his attorneys, tracking the status of his disputes, obtaining police reports, monitoring

1 his credit files, mental and emotional pain and suffering, and other frustration and aggravation  
2 associated with disputing the fraudulent alleged accounts that do not belong to Plaintiff.  
3

4 35. Due to the conduct of Defendants, Plaintiff was forced to retain counsel to correct the  
5 inaccuracies in his Equifax, TransUnion, and Experian credit files.  
6

**COUNT I - VIOLATIONS OF THE FAIR CREDIT REPORTING ACT**  
7 (AGAINST DISCOVER)

8 36. Plaintiff restates and realleges paragraphs 1 through 35 as though fully set forth herein.  
9

10 37. Plaintiff is a “consumer” as defined by 15 U.S.C. §§1681a(b) and (c).  
11

12 38. Discover is a “person” as defined by 15 U.S.C. §1681a(b).  
13

14 39. Discover is a “furnisher of information” as defined by 15 U.S.C. §1681s-2 and a “financial  
15 institution” as defined by 15 U.S.C. §1681a(t).  
16

17 40. At all times relevant, the above mentioned credit reports were “consumer reports” as the  
18 term is defined by §1681a(d)(1).  
19

20 41. Discover violated 15 U.S.C. §1681s-2(b)(1)(A) by failing to conduct an investigation with  
21 respect to the disputed information after receiving requests for an investigation from Equifax,  
22 TransUnion, Experian and Plaintiff.  
23

24 42. Discover violated 15 U.S.C. §1681s-2(b)(1)(B) by failing to review all relevant information,  
25 provided by Equifax, TransUnion, Experian and Plaintiff pursuant to 15 U.S.C. §1681i(a)(2).  
26

27 43. Had Discover reviewed the information provided by Equifax, TransUnion, Experian and  
28 Plaintiff, it would have corrected the inaccurate designation of the alleged account, and transmitted  
the correct information to TransUnion, Equifax and Experian. Instead, Discover wrongfully and  
erroneously confirmed its inaccurate reporting without conducting a reasonable investigation.  
29

30 44. Discover violated 15 U.S.C. §1681s-2(b)(1)(C) by failing to report the results of the  
31 investigation or reinvestigation of Plaintiff’s dispute with Equifax, TransUnion, and Experian.  
32

1       45. Discover violated 15 U.S.C. §1681s-2(b)(1)(C)-(D) by failing to report the results of its  
2 investigation or reinvestigation to Equifax, TransUnion and Experian after being put on notice and  
3 discovering inaccurate and misleading reporting with respect to the alleged account.

4       46. Discover violated 15 U.S.C. §1681s-2(b)(1)(E) by failing delete inaccurate information in  
5 Plaintiff's Equifax, TransUnion and Experian credit files.

7       47. Discover failed to conduct a reasonable investigation of its reporting of the alleged account  
8 by not deleting the inaccurate information from Plaintiff's Equifax, TransUnion and Experian credit  
9 files within 30 days of receiving notice of the disputes from Equifax, TransUnion and Experian  
10 under 15 U.S.C. §1681i(a)(1).

11      48. Despite the blatantly obvious errors in Plaintiff's Equifax, TransUnion and Experian credit  
12 files, and Plaintiff's efforts to correct the errors, Discover did not correct the errors or trade line to  
13 report accurately. Instead, Discover wrongfully furnished and re-reported the inaccurate and  
14 misleading information after Plaintiff's dispute to one or more third parties.

16      49. A reasonable investigation by Discover would have confirmed the veracity of Plaintiff's  
17 dispute, yet the inaccurate information remains in Plaintiff's Equifax, TransUnion, and Experian  
18 credit files.

19      50. Had Discover taken steps to investigate Plaintiff's valid disputes or Equifax's,  
20 TransUnion's and Experian's requests for investigation, it would have permanently corrected the  
21 erroneous and misleading credit reporting.

23      51. By deviating from the standards established by the credit card industry and the FCRA,  
24 Discover acted with reckless and willful disregard for its duty as a furnisher to report accurate and  
25 complete consumer credit information to Equifax, TransUnion and Experian.

**WHEREFORE**, Plaintiff, SAIID MOHAMED, respectfully requests that this Honorable Court enter judgment in his favor as follows:

- a. Declare that the practices complained of herein are unlawful and violate the aforementioned statute;
- b. An order directing Discover to immediately delete all of the inaccurate fraudulent information from Plaintiff's credit reports and credit files;
- c. Award Plaintiff actual damages, in an amount to be determined at trial, for each of the underlying FCRA violations;
- d. Award Plaintiff statutory damages of \$1,000.00 for each violation of the FCRA, pursuant to 15 U.S.C. §1681n;
- e. Award Plaintiff punitive damages, in an amount to be determined at trial, for the underlying FCRA violations, pursuant to 15 U.S.C. §1681n and 15 U.S.C. §1681o;
- f. Award Plaintiff costs and reasonable attorney's fees as provided under 15 U.S.C. §1681n and 15 U.S.C. §1681o; and
- g. Award any other relief as this Honorable Court deems just and appropriate.

**COUNT II- VIOLATIONS OF THE FAIR CREDIT REPORTING ACT**  
**(AGAINST SANTANDER)**

52. Plaintiff restates and reallages paragraphs 1 through 51 as though fully set forth herein.

53. Plaintiff is a “consumer” as defined by 15 U.S.C. §§1681a(b) and (c).

54. Santander is a “person” as defined by 15 U.S.C. §1681a(b).

55. Santander is a “furnisher of information” as defined by 15 U.S.C. §1681s-2 and a “financial institution” as defined by 15 U.S.C. §1681a(t).

56. At all times relevant, the above mentioned credit reports were “consumer reports” as the term is defined by §1681a(d)(1).

57. Santander violated 15 U.S.C. §1681s-2(b)(1)(A) by failing to conduct an investigation with respect to the disputed information after receiving requests for an investigation from Equifax, and Plaintiff.

1       58. Santander violated 15 U.S.C. §1681s-2(b)(1)(B) by failing to review all relevant  
2 information, provided by Equifax, and Plaintiff pursuant to 15 U.S.C. §1681i(a)(2).

3       59. Had Santander reviewed the information provided by Equifax, and Plaintiff, it would have  
4 corrected the inaccurate designation of the alleged account, and transmitted the correct information  
5 to Equifax. Instead, Santander wrongfully and erroneously confirmed its inaccurate reporting  
6 without conducting a reasonable investigation.

7       60. Santander violated 15 U.S.C. §1681s-2(b)(1)(C) by failing to report the results of the  
8 investigation or reinvestigation of Plaintiff's dispute with Equifax.

9       61. Santander violated 15 U.S.C. §1681s-2(b)(1)(C)-(D) by failing to report the results of its  
10 investigation or reinvestigation to Equifax after being put on notice and discovering inaccurate and  
11 misleading reporting with respect to the alleged account.

12       62. Santander violated 15 U.S.C. §1681s-2(b)(1)(E) by failing to delete the inaccurate  
13 information in Plaintiff's Equifax credit file.

14       63. Santander failed to conduct a reasonable investigation of its reporting of the alleged account,  
15 record that the information was disputed, or delete the inaccurate information from Plaintiff's  
16 Equifax credit file within 30 days of receiving notice of the dispute from Equifax under 15 U.S.C.  
17 §1681i(a)(1).

18       64. Despite the blatantly obvious errors in Plaintiff's Equifax credit file, and Plaintiff's efforts  
19 to correct the errors, Santander did not correct the errors or trade line to report accurately. Instead,  
20 Santander wrongfully furnished and re-reported the inaccurate and misleading information after  
21 Plaintiff's dispute to one or more third parties.

22       65. A reasonable investigation by Santander would have confirmed the veracity of Plaintiff's  
23 dispute, yet the inaccurate information remains in Plaintiff's Equifax credit file.

66. Had Santander taken steps to investigate Plaintiff's valid dispute or Equifax requests for investigation, it would have permanently corrected the erroneous and misleading credit reporting by deleting the alleged account from the Plaintiff's credit file.

67. By deviating from the standards established by the debt collection industry and the FCRA, Santander acted with reckless and willful disregard for its duty as a furnisher to report accurate and complete consumer credit information to Equifax.

**WHEREFORE**, Plaintiff, SAIID MOHAMED, respectfully requests that this Honorable Court enter judgment in his favor as follows:

- a. Declare that the practices complained of herein are unlawful and violate the aforementioned statute;
- b. An order directing Santander to immediately delete all of the inaccurate fraudulent information from Plaintiff's credit reports and credit files;
- c. Award Plaintiff actual damages, in an amount to be determined at trial, for each of the underlying FCRA violations;
- d. Award Plaintiff statutory damages of \$1,000.00 for each violation of the FCRA, pursuant to 15 U.S.C. §1681n;
- e. Award Plaintiff punitive damages, in an amount to be determined at trial, for the underlying FCRA violations, pursuant to 15 U.S.C. §1681n and 15 U.S.C. §1681o;
- f. Award Plaintiff costs and reasonable attorney's fees as provided under 15 U.S.C. §1681n and 15 U.S.C. §1681o; and
- g. Award any other relief as this Honorable Court deems just and appropriate.

**COUNT III- VIOLATIONS OF THE FAIR CREDIT REPORTING ACT**  
**(AGAINST SNAP-ON)**

68. Plaintiff restates and realleges paragraphs 1 through 67 as though fully set forth herein.
69. Plaintiff is a “consumer” as defined by 15 U.S.C. §§1681a(b) and (c).
70. Snap-On is a “person” as defined by 15 U.S.C. §1681a(b).
71. Snap-On is a “furnisher of information” as defined by 15 U.S.C. §1681s-2 and a “financial institution” as defined by 15 U.S.C. §1681a(t).

1       72. At all times relevant, the above mentioned credit reports were “consumer reports” as the  
2 term is defined by §1681a(d)(1).

3       73. Snap-On violated 15 U.S.C. §1681s-2(b)(1)(A) by failing to conduct an investigation with  
4 respect to the disputed information after receiving requests for an investigation from Equifax,  
5 TransUnion and Plaintiff.

6       74. Snap-On violated 15 U.S.C. §1681s-2(b)(1)(B) by failing to review all relevant information,  
7 provided by Equifax, TransUnion and Plaintiff pursuant to 15 U.S.C. §1681i(a)(2).

8       75. Had Snap-On reviewed the information provided by Equifax, TransUnion and Plaintiff, it  
9 would have corrected the inaccurate designation of the alleged account, and transmitted the correct  
10 information to TransUnion and Equifax. Instead, Snap-On wrongfully and erroneously confirmed  
11 its inaccurate reporting without conducting a reasonable investigation.

12       76. Snap-On violated 15 U.S.C. §1681s-2(b)(1)(C) by failing to report the results of the  
13 investigation or reinvestigation of Plaintiff’s dispute with Equifax and TransUnion.

14       77. Snap-On violated 15 U.S.C. §1681s-2(b)(1)(C)-(D) by failing to report the results of its  
15 investigation or reinvestigation to Equifax and TransUnion after being put on notice and  
16 discovering inaccurate and misleading reporting with respect to the alleged account.

17       78. Snap-On violated 15 U.S.C. §1681s-2(b)(1)(E) by failing to delete the inaccurate  
18 information in Plaintiff’s Equifax and TransUnion credit files.

19       79. Snap-On failed to conduct a reasonable investigation of its reporting of the alleged account,  
20 record that the information was disputed, and delete the inaccurate information from Plaintiff’s  
21 Equifax and TransUnion credit files within 30 days of receiving notice of the disputes from Equifax  
22 and TransUnion under 15 U.S.C. §1681i(a)(1).

23       80. Despite the blatantly obvious errors in Plaintiff’s Equifax and TransUnion credit files, and  
24 Plaintiff’s efforts to correct the errors, Snap-On did not correct the errors or trade line to report  
25

1 accurately. Instead, Snap-On wrongfully furnished and re-reported the inaccurate and misleading  
2 information after Plaintiff's dispute to one or more third parties.

3       81. A reasonable investigation by Snap-On would have confirmed the veracity of Plaintiff's  
4 dispute, yet the inaccurate information remains in Plaintiff's Equifax and TransUnion credit files.  
5

6       82. Had Snap-On taken steps to investigate Plaintiff's valid disputes or Equifax's, and  
7 TransUnion's requests for investigation, it would have permanently deleted the erroneous and  
8 misleading credit reporting.

9       83. By deviating from the standards established by the debt collection industry and the FCRA,  
10 Snap-On acted with reckless and willful disregard for its duty as a furnisher to report accurate and  
11 complete consumer credit information to Equifax and TransUnion.

12       **WHEREFORE**, Plaintiff, SAIID MOHAMED, respectfully requests that this Honorable Court  
13 enter judgment in his favor as follows:

- 15       a. Declare that the practices complained of herein are unlawful and violate the aforementioned  
16           statute;
- 17       b. An order directing Snap-On to immediately delete all of the inaccurate information from  
18           Plaintiff's credit reports and credit files;
- 19       c. Award Plaintiff actual damages, in an amount to be determined at trial, for each of the  
underlying FCRA violations;
- 20       d. Award Plaintiff statutory damages of \$1,000.00 for each violation of the FCRA, pursuant  
21           to 15 U.S.C. §1681n;
- 22       e. Award Plaintiff punitive damages, in an amount to be determined at trial, for the underlying  
FCRA violations, pursuant to 15 U.S.C. §1681n and 15 U.S.C. §1681o;
- 23       f. Award Plaintiff costs and reasonable attorney's fees as provided under 15 U.S.C. §1681n  
24           and 15 U.S.C. §1681o; and
- 25       g. Award any other relief as this Honorable Court deems just and appropriate.

1                   **COUNT IV - VIOLATIONS OF THE FAIR CREDIT REPORTING ACT**  
2                   (AGAINST EQUIFAX)

3                 84. Plaintiff restate and realleges paragraphs 1 through 83 as though fully set forth herein.

4                 85. Equifax is a “consumer reporting agency” as defined by 15 U.S.C. §1681a(f).

5                 86. Equifax is a “consumer reporting agency that compiles and maintains files on consumers  
6                 on a nationwide basis” as defined by 15 U.S.C. §1681a(p).

7                 87. At all times relevant, the above mentioned credit reports were “consumer reports” as that  
8                 term is defined by §1681a(d).

9                 88. At all times relevant, Plaintiff is a “consumer” as the term is defined by 15 U.S.C.  
10                 §1681a(c).

12                 89. The FCRA mandates that “[w]henever a consumer reporting agency prepares a consumer  
13                 report it shall follow reasonable procedures to assure maximum possible accuracy of the  
14                 information concerning the individual about whom the report relates.” 15 U.S.C. § 1681e(b).

15                 90. The FCRA requires that the credit reporting industry to implement procedures and systems  
16                 to promote accurate credit reporting.

18                 91. If a consumer notifies a credit reporting agency of a dispute concerning the accuracy of any  
19                 item of credit information, the FCRA requires the credit reporting agency to reinvestigate free of  
20                 charge and record the current status of the disputed information, or delete the item within 30 days  
21                 of receiving the dispute. 15 U.S.C. §1681i(a)(1)(A).

22                 92. Plaintiff provided Equifax with all relevant information in his request for investigation to  
23                 reflect that he had no obligation on the alleged accounts and that the alleged accounts should be  
24                 deleted from his consumer credit report.

26                 93. Equifax prepared Plaintiff’s credit reports containing inaccurate and materially misleading  
27                 information by inaccurately reporting the alleged accounts, when it should have been removed from  
28                 his consumer credit report.

1       94. Equifax violated 15 U.S.C. §1681e(b) by failing to establish or to follow reasonable  
2 procedures to assure maximum possible accuracy in preparation of the consumer reports it  
3 furnished and refurnished regarding Plaintiff. Upon information and belief, Equifax prepared  
4 patently false and materially misleading consumer reports concerning Plaintiff and re-issued these  
5 reports to third parties.  
6

7       95. Equifax violated 15 U.S.C. §1681i(a)(1) by failing to conduct a reasonable investigation to  
8 determine whether the disputed information was accurate and to subsequently delete the  
9 information in Plaintiff's credit files.

10      96. Equifax violated 15 U.S.C. §1681i(a)(2) by failing to provide notification of Plaintiff's  
11 dispute to Discover, Santander, and Snap-On. Upon information and belief, Equifax also failed to  
12 include all relevant information as part of the notice to Discover, Santander and Snap-On regarding  
13 Plaintiff's dispute that Equifax received from Plaintiff.  
14

15      97. Equifax violated 15 U.S.C. §1681i(a)(4) by failing to review and consider all relevant  
16 information that it received from Plaintiff with regard to the alleged accounts.

17      98. Equifax violated 15 U.S.C. §1681i(a)(5) by failing to delete the inaccurate information that  
18 was the subject of Plaintiff's disputes.

19      99. Equifax violated 15 U.S.C. §1681i(a)(5)(B) by reporting disputed information without  
20 certification from Discover, Santander, and Snap-On that the information was complete and  
21 accurate, and without sending notice of the re-reporting to Plaintiff.  
22

23      100.     Equifax knew that the inaccurate reporting of the alleged accounts in Plaintiff's  
24 credit files would have a significant adverse impact on Plaintiff's credit worthiness and his ability  
25 to receive financing and/or credit opportunities.

26      101.     The FCRA requires that the credit reporting industry implement procedures and  
27 systems to promote accurate credit reporting.  
28

1       102.     Despite actual knowledge that Plaintiff's credit files contained erroneous  
2 information, Equifax readily sold and disseminated Plaintiff's inaccurate and misleading reports to  
3 one or more third parties, thereby misrepresenting material facts about Plaintiff and, ultimately,  
4 Plaintiff's creditworthiness.

5       103.     By deviating from the standards established by the credit reporting industry and the  
6 FCRA, Equifax acted with a reckless disregard for its duties to report accurate and complete  
7 consumer credit information.

8       104.     It is Equifax's regular business practice to continually report disputed information  
9 without taking the required investigatory steps to meaningfully verify such information as accurate.

10      105.     Equifax's perpetual non-compliance with the requirements of the FCRA is  
11 indicative of the reckless, willful, and wanton nature of its conduct in maintaining Plaintiff's credit  
12 files and reporting his credit information accurately.

13      106.     Equifax acted reprehensively and carelessly by reporting and re-reporting the  
14 alleged accounts after Plaintiff put Equifax on notice that the alleged accounts was to be deleted.

15      107.     Equifax has exhibited a pattern of refusing to correct errors in consumer credit files  
16 despite being on notice of patently false and materially misleading information contained in such  
17 files, ultimately valuing its own bottom line above its grave responsibility to report accurate data  
18 on consumers.

19      108.     As stated above, Plaintiff was severely harmed by Equifax's conduct.

**WHEREFORE**, Plaintiff, SAIID MOHAMED, respectfully requests that this Honorable Court enter judgment in his favor as follows:

- a. Declare that the practices complained of herein are unlawful and violate the aforementioned statute;
- b. An order directing that Equifax immediately delete all of the inaccurate information from Plaintiff's credit reports and credit files;
- c. Award Plaintiff actual damages, in an amount to be determined at trial, for the underlying FCRA violations, pursuant to 15 U.S.C. §1681n and 15 U.S.C. §1681o;
- d. Award Plaintiff statutory damages of \$1,000.00 for the underlying FCRA violations, pursuant to 15 U.S.C. §1681n;
- e. Award Plaintiff punitive damages, in an amount to be determined at trial, for the underlying FCRA violations, pursuant to 15 U.S.C. §1681n;
- f. Award Plaintiff costs and reasonable attorney's fees as provided under 15 U.S.C. § 1681n and 15 U.S.C. §1681o; and
- g. Award any other relief as this Honorable Court deems just and appropriate.

**COUNT V- VIOLATIONS OF THE FAIR CREDIT REPORTING ACT**  
**(AGAINST TRANSUNION)**

109. Plaintiff restates and realleges paragraphs 1 through 108 as though fully set forth  
herein.

110. TransUnion is a “consumer reporting agency” as defined by 15 U.S.C. §1681a(f).

111. TransUnion is a “consumer reporting agency that compiles and maintains files on consumers on a nationwide basis” as defined by 15 U.S.C. §1681a(p).

112. At all times relevant, the above-referenced credit reports were “consumer reports” as that term is defined by §1681a(d).

113. At all times relevant, Plaintiff is a “consumer” as the term is defined by 15 U.S.C. §1681a(c).

1       114.       The FCRA mandates that “[w]henever a consumer reporting agency prepares a  
2 consumer report it shall follow reasonable procedures to assure maximum possible accuracy of the  
3 information concerning the individual about whom the report relates.” 15 U.S.C. § 1681e(b).

4       115.       The FCRA requires that the credit reporting industry to implement procedures and  
5 systems to promote accurate credit reporting.

6       116.       If a consumer notifies a credit reporting agency of a dispute concerning the accuracy  
7 of any item of credit information, the FCRA requires the credit reporting agency to reinvestigate  
8 free of charge and record the current status of the disputed information, or delete the item within  
9 30 days of receiving the dispute. 15 U.S.C. §1681i(a)(1)(A).

10      117.       Plaintiff provided TransUnion with all relevant information in his request for  
11 investigation to reflect that he had no obligation on the alleged accounts and that the alleged  
12 accounts should be deleted from his consumer credit report.

13      118.       TransUnion prepared Plaintiff’s credit reports containing inaccurate and materially  
14 misleading information by reporting the alleged accounts, when it should have been removed from  
15 his consumer credit report.

16      119.       TransUnion violated 15 U.S.C. §1681e(b) by failing to establish or to follow  
17 reasonable procedures to assure maximum possible accuracy in preparation of the consumer reports  
18 it furnished and refurnished regarding Plaintiff. Upon information and belief, TransUnion prepared  
19 patently false and materially misleading consumer reports concerning Plaintiff.

20      120.       TransUnion violated 15 U.S.C. §1681i(a)(1) by failing to conduct a reasonable  
21 investigation to determine whether the disputed information was accurate and to subsequently  
22 delete or correct the information in Plaintiff’s credit files.

23      121.       TransUnion violated 15 U.S.C. §1681i(a)(2) by failing to provide notification of  
24 Plaintiff’s dispute to Discover and Snap-On. Upon information and belief, TransUnion also failed  
25

1 to include all relevant information as part of the notice to Discover and Snap-On regarding  
2 Plaintiff's dispute that TransUnion received from Plaintiff.

3 122. TransUnion violated 15 U.S.C. §1681i(a)(4) by failing to review and consider all  
4 relevant information that it received from Plaintiff with regard to the alleged accounts.

5 123. TransUnion violated 15 U.S.C. §1681i(a)(5) by failing to delete or modify the  
6 inaccurate information that was the subject of Plaintiff's dispute.

7 124. TransUnion violated 15 U.S.C. §1681i(a)(5)(B) by reporting disputed information  
8 without certification from Discover and Snap-On that the information was complete and accurate,  
9 and without sending notice of the re-reporting to Plaintiff.

10 125. TransUnion knew that the inaccurate reporting of the alleged accounts would have  
11 a significant adverse impact on Plaintiff's credit worthiness and his ability to receive financing  
12 and/or credit opportunities.

13 126. The FCRA requires that the credit reporting industry implement procedures and  
14 systems to promote accurate credit reporting.

15 127. Despite actual knowledge that Plaintiff's credit files contained erroneous  
16 information, TransUnion readily sold and disseminated Plaintiff's inaccurate and misleading  
17 reports to one or more third parties, thereby misrepresenting material facts about Plaintiff and,  
18 ultimately, Plaintiff's creditworthiness.

19 128. By deviating from the standards established by the credit reporting industry and the  
20 FCRA, TransUnion acted with a reckless disregard for its duties to report accurate and complete  
21 consumer credit information.

22 129. It is TransUnion's regular business practice to continually report disputed  
23 information without taking the required investigatory steps to meaningfully verify such information  
24 as accurate.

1       130.      TransUnion's perpetual non-compliance with the requirements of the FCRA is  
2 indicative of the reckless, willful, and wanton nature of its conduct in maintaining Plaintiff's credit  
3 files and reporting his credit information accurately.

4       131.      TransUnion acted reprehensively and carelessly by reporting and re-reporting the  
5 subject account after Plaintiff put TransUnion on notice that the alleged accounts did not belong to  
6 him.

7       132.      TransUnion has exhibited a pattern of refusing to correct errors in consumer credit  
8 files despite being on notice of patently false and materially misleading information contained in  
9 such files, ultimately valuing its own bottom line above its grave responsibility to report accurate  
10 data on consumers.

11       133.      As stated above, Plaintiff was severely harmed by TransUnion's conduct.

12       **WHEREFORE**, Plaintiff, SAIID MOHAMED, respectfully requests that this Honorable Court  
13 enter judgment in his favor as follows:

- 16       a. Declare that the practices complained of herein are unlawful and violate the aforementioned  
17           statute;
- 18       b. An order directing that TransUnion immediately delete all of the inaccurate information  
19           from Plaintiff's credit reports and credit files;
- 20       c. Award Plaintiff actual damages, in an amount to be determined at trial, for the underlying  
21           FCRA violations, pursuant to 15 U.S.C. §1681n and 15 U.S.C. §1681o;
- 22       d. Award Plaintiff statutory damages of \$1,000.00 for the underlying FCRA violations,  
23           pursuant to 15 U.S.C. §1681n;
- 24       e. Award Plaintiff punitive damages, in an amount to be determined at trial, for the underlying  
25           FCRA violations, pursuant to 15 U.S.C. §1681n;
- 26       f. Award Plaintiff costs and reasonable attorney's fees as provided under 15 U.S.C. § 1681n  
27           and 15 U.S.C. §1681o; and
- 28       g. Award any other relief as this Honorable Court deems just and appropriate.

1                   **COUNT VI - VIOLATIONS OF THE FAIR CREDIT REPORTING ACT**  
2                   (Against Experian)

3                   134. Plaintiff restate and realleges paragraphs 1 through 133 as though fully set forth  
4 herein.

5                   135. Experian is a “consumer reporting agency” as defined by 15 U.S.C. §1681a(f).

6                   136. Experian is a “consumer reporting agency that compiles and maintains files on  
7 consumers on a nationwide basis” as defined by 15 U.S.C. §1681a(p).

8                   137. At all times relevant, the above mentioned credit reports were “consumer reports”  
9 as that term is defined by §1681a(d).

10                  138. At all times relevant, Plaintiff is a “consumer” as the term is defined by 15 U.S.C.  
11 §1681a(c).

12                  139. The FCRA mandates that “[w]henever a consumer reporting agency prepares a  
13 consumer report it shall follow reasonable procedures to assure maximum possible accuracy of the  
14 information concerning the individual about whom the report relates.” 15 U.S.C. § 1681e(b).

15                  140. The FCRA requires that the credit reporting industry to implement procedures and  
16 systems to promote accurate credit reporting.

17                  141. If a consumer notifies a credit reporting agency of a dispute concerning the accuracy  
18 of any item of credit information, the FCRA requires the credit reporting agency to reinvestigate  
19 free of charge and record the current status of the disputed information, or delete the item within  
20 30 days of receiving the dispute. 15 U.S.C. §1681i(a)(1)(A).

21                  142. Plaintiff provided Experian with all relevant information in his request for  
22 investigation to reflect that he had no obligation on the subject account and that the subject account  
23 should be deleted, as he was a victim of identity theft.

1       143.     Experian prepared Plaintiff's credit reports containing inaccurate and materially  
2 misleading information by reporting the alleged account, when Plaintiff never opened the alleged  
3 accounts and was a victim of identity theft.

4       144.     Experian violated 15 U.S.C. §1681e(b) by failing to establish or to follow reasonable  
5 procedures to assure maximum possible accuracy in preparation of the consumer reports it  
6 furnished and refurnished regarding Plaintiff. Upon information and belief, Experian prepared  
7 patently false and materially misleading consumer reports concerning Plaintiff.

8       145.     Experian violated 15 U.S.C. §1681i(a)(1) by failing to conduct a reasonable  
9 investigation to determine whether the disputed information was accurate and to subsequently  
10 delete the information in Plaintiff's credit files.

11      146.     Experian violated 15 U.S.C. §1681i(a)(2) by failing to provide notification of  
12 Plaintiff's dispute to Discover. Upon information and belief, Experian also failed to include all  
13 relevant information as part of the notice to Discover regarding Plaintiff's dispute that Experian  
14 received from Plaintiff.

15      147.     Experian violated 15 U.S.C. §1681i(a)(4) by failing to review and consider all  
16 relevant information that it received from Plaintiff with regard to the alleged account.

17      148.     Experian violated 15 U.S.C. §1681i(a)(5) by failing to delete inaccurate information  
18 that was the subject of Plaintiff's disputes.

19      149.     Experian violated 15 U.S.C. §1681i(a)(5)(B) by reporting disputed information  
20 without certification from Discover that the information was complete and accurate, and without  
21 sending notice of the re-reporting to Plaintiff.

22      150.     Experian knew that the inaccurate reporting of the alleged account would have a  
23 significant adverse impact on Plaintiff's credit worthiness and his ability to receive financing and/or  
24 credit opportunities.

1       151.       The FCRA requires that the credit reporting industry implement procedures and  
2 systems to promote accurate credit reporting.

3       152.       Despite actual knowledge that Plaintiff's credit files contained erroneous  
4 information, Experian readily sold and disseminated Plaintiff's inaccurate and misleading reports  
5 to one or more third parties, thereby misrepresenting material facts about Plaintiff and, ultimately,  
6 Plaintiff's creditworthiness.  
7

8       153.       By deviating from the standards established by the credit reporting industry and the  
9 FCRA, Experian acted with a reckless disregard for its duties to report accurate and complete  
10 consumer credit information.

11       154.       It is Experian's regular business practice to continually report disputed information  
12 without taking the required investigatory steps to meaningfully verify such information as accurate.  
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14       155.       Experian's perpetual non-compliance with the requirements of the FCRA is  
15 indicative of the reckless, willful, and wanton nature of its conduct in maintaining Plaintiff's credit  
16 files and reporting his credit information accurately.

17       156.       Experian acted reprehensively and carelessly by reporting and re-reporting the  
18 alleged account after Plaintiff put Experian on notice that the subject account was to be deleted.  
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20       157.       Experian has exhibited a pattern of refusing to correct errors in consumer credit files  
21 despite being on notice of patently false and materially misleading information contained in such  
22 files, ultimately valuing its own bottom line above its grave responsibility to report accurate data  
23 on consumers.

24       158.       As stated above, Plaintiff was severely harmed by Experian's conduct.  
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**WHEREFORE**, Plaintiff, SAIID MOHAMED, respectfully requests that this Honorable Court enter judgment in his favor as follows:

- a. Declare that the practices complained of herein are unlawful and violate the aforementioned statute;
- b. An order directing that Experian immediately delete all of the inaccurate information from Plaintiff's credit reports and credit files;
- c. Award Plaintiff actual damages, in an amount to be determined at trial, for the underlying FCRA violations, pursuant to 15 U.S.C. §1681n and 15 U.S.C. §1681o;
- d. Award Plaintiff statutory damages of \$1,000.00 for the underlying FCRA violations, pursuant to 15 U.S.C. §1681n;
- e. Award Plaintiff punitive damages, in an amount to be determined at trial, for the underlying FCRA violations, pursuant to 15 U.S.C. §1681n;
- f. Award Plaintiff costs and reasonable attorney's fees as provided under 15 U.S.C. § 1681n and 15 U.S.C. §1681o; and
- g. Award any other relief as this Honorable Court deems just and appropriate.

**COUNT VII – VIOLATIONS OF THE ROSENTHAL FAIR DEBT COLLECTION ACT**  
**(AGAINST DISCOVER)**

159. Plaintiff restates and realleges paragraphs 1 through 158 as though fully set forth  
herein.

160. Plaintiff is a “person” as defined by Cal. Civ. Code § 1788.2(g).

161. The subject consumer debt is a “debt” and “consumer debt” as defined by Cal. Civ. Code § 1788.2(d) and (f).

162. Defendant is a “debt collector” as defined by Cal. Civ. Code § 1788.2(c).

**a. Violations of RFDCPA § 1788.13(f)**

163. The RFDCPA, pursuant to Cal. Civ. Code § 177.13(f) states that “No debt collector shall collect or attempt to collect a consumer debt by means of the following practices: (f) the false

1 representation that information concerning a debtor's failure or alleged failure to pay a consumer  
 2 debt has been or is about to be referred to a consumer reporting agency."

3       164.       As outlined above, Defendant engaged in the misrepresentation of information  
 4 concerning the debtor's alleged account when Defendant failed to report Plaintiff's updated status  
 5 to consumer reporting agencies or otherwise delete the fraudulent alleged debt from Plaintiff's  
 6 credit file.

7       165.       Moreover, Defendant communicated to the Defendant credit reporting agencies that  
 8 Plaintiff has an account with a balance of \$19,643, even though Plaintiff never engaged with  
 9 Defendant and was a victim of identity theft. This false, misleading representation of the alleged  
 10 account impaired Plaintiff's credit worthiness and rendered him a high risk consumer.

11       166.       Defendant willfully and knowingly violated the RFDCPA through its failure to  
 12 report the Plaintiff's accurate status with respect to the alleged account to consumer reporting  
 13 agencies. Defendant's willful and knowing violations of the RFDCPA should trigger this  
 14 Honorable Court's ability to award Plaintiff statutory damages of up to \$1,000.00, as provided  
 15 under Cal. Civ. Code § 1788.30(b).

16       **WHEREFORE**, Plaintiff, SAIID MOHAMED, respectfully requests that this Honorable Court:

- 17           a. Declare that the practices complained of herein are unlawful and violate the  
                   aforementioned statute;
- 18           b. Award Plaintiff actual damages, pursuant to Cal. Civ. Code § 1788.30(a);
- 19           c. Award Plaintiff statutory damages up to \$1,000.00, pursuant to Cal. Civ. Code §  
                   1788.30(b);
- 20           d. Award Plaintiff costs and reasonable attorney fees as provided pursuant to Cal. Civ.  
                   Code § 1788.30(c); and
- 21           e. Award any other relief as this Honorable Court deems just and proper.

**COUNT VIII – VIOLATIONS OF THE ROSENTHAL FAIR DEBT COLLECTION ACT  
(AGAINST SANTANDER)**

167. Plaintiff restates and realleges paragraphs 1 through 166 as though fully set forth herein.

168. Plaintiff is a “person” as defined by Cal. Civ. Code § 1788.2(g).

169. The subject consumer debt is a “debt” and “consumer debt” as defined by Cal. Civ. Code § 1788.2(d) and (f).

170. Defendant is a “debt collector” as defined by Cal. Civ. Code § 1788.2(c).

a. Violations of RFDCPA § 1788.13(f)

171. The RFDCPA, pursuant to Cal. Civ. Code § 177.13(f) states that “No debt collector shall collect or attempt to collect a consumer debt by means of the following practices: (f) the false representation that information concerning a debtor’s failure or alleged failure to pay a consumer debt has been or is about to be referred to a consumer reporting agency.”

172. As outlined above, Defendant engaged in the misrepresentation of information concerning the debtor's alleged account when Defendant failed to report Plaintiff's updated status to consumer reporting agency.

173. Moreover, Defendant communicated to the Defendant credit reporting agencies that Plaintiff has an account with a balance of \$28,659, even though Plaintiff never engaged with Defendant and was a victim of identity theft. This false, misleading representation of an alleged debt impaired Plaintiff's credit worthiness and rendered him a high risk consumer.

174. Defendant willfully and knowingly violated the RFDCPA through its failure to report the Plaintiff's accurate status with respect to the alleged account to consumer reporting agencies. Defendant's willful and knowing violations of the RFDCPA should trigger this

1 Honorable Court's ability to award Plaintiff statutory damages of up to \$1,000.00, as provided  
2 under Cal. Civ. Code § 1788.30(b).

3 **WHEREFORE**, Plaintiff, SAIID MOHAMED, respectfully requests that this Honorable Court:

- 4 a. Declare that the practices complained of herein are unlawful and violate the  
5 aforementioned statute;
- 6 b. Award Plaintiff actual damages, pursuant to Cal. Civ. Code § 1788.30(a);
- 7 c. Award Plaintiff statutory damages up to \$1,000.00, pursuant to Cal. Civ. Code §  
8 1788.30(b);
- 9 d. Award Plaintiff costs and reasonable attorney fees as provided pursuant to Cal. Civ.  
10 Code § 1788.30(c); and
- 11 e. Award any other relief as this Honorable Court deems just and proper.

12 **COUNT VIII – VIOLATIONS OF THE ROSENTHAL FAIR DEBT COLLECTION ACT**  
13 (AGAINST SNAP-ON)

14 175. Plaintiff restates and realleges paragraphs 1 through 174 as though fully set forth  
15 herein.

16 176. Plaintiff is a “person” as defined by Cal. Civ. Code § 1788.2(g).

17 177. The subject consumer debt is a “debt” and “consumer debt” as defined by Cal. Civ.  
18 Code § 1788.2(d) and (f).

19 178. Defendant is a “debt collector” as defined by Cal. Civ. Code § 1788.2(c).

20       a. **Violations of RFDCPA § 1788.13(f)**

21 179. The RFDCPA, pursuant to Cal. Civ. Code § 177.13(f) states that “No debt collector  
22 shall collect or attempt to collect a consumer debt by means of the following practices: (f) the false  
23 representation that information concerning a debtor’s failure or alleged failure to pay a consumer  
24 debt has been or is about to be referred to a consumer reporting agency.”

1       180.       As outlined above, Defendant engaged in the misrepresentation of information  
2 concerning the debtor's alleged account when Defendant failed to report Plaintiff's updated status  
3 to consumer reporting agencies.

4       181.       Moreover, Defendant communicated to the Defendant credit reporting agencies that  
5 Plaintiff has an account with a balance of \$22,705, even though Plaintiff never engaged with  
6 Defendant and was a victim of identity theft. This false, misrepresentation of an alleged debt  
7 impaired Plaintiff's credit worthiness and rendered him a high risk consumer.

8       182.       Defendant willfully and knowingly violated the RFDCPA through its failure to  
9 report the Plaintiff's accurate status with respect to the subject account to consumer reporting  
10 agencies. Defendant's willful and knowing violations of the RFDCPA should trigger this  
11 Honorable Court's ability to award Plaintiff statutory damages of up to \$1,000.00, as provided  
12 under Cal. Civ. Code § 1788.30(b).

13       **WHEREFORE**, Plaintiff, SAIID MOHAMED, respectfully requests that this Honorable Court:

- 16           a. Declare that the practices complained of herein are unlawful and violate the  
17 aforementioned statute;
- 18           b. Award Plaintiff actual damages, pursuant to Cal. Civ. Code § 1788.30(a);
- 19           c. Award Plaintiff statutory damages up to \$1,000.00, pursuant to Cal. Civ. Code §  
20 1788.30(b);
- 21           d. Award Plaintiff costs and reasonable attorney fees as provided pursuant to Cal. Civ.  
22 Code § 1788.30(c); and
- 23           e. Award any other relief as this Honorable Court deems just and proper.

24       **Plaintiff demands trial by jury.**

1 Date: August 12, 2021

Respectfully submitted,

2 By: /s/ Nicholas M. Wajda

3 Nicholas M. Wajda (State Bar No. 259178)

4 **WAJDA LAW GROUP, APC**

6167 Bristol Parkway, Suite 200

6 Culver City, California 90230

5 Telephone: 310-997-0471

6 Email: nick@wajdalawgroup.com

7 *Attorney for Plaintiff*

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